

OPERATING PLAN

STATION CAMP AND BEAR CREEK EQUESTRIAN CAMPS

I. INTRODUCTION

This Operating Plan between _____ (hereinafter referred to as the "The Concessioner") and Big South Fork National River Recreation Area (BISO) (hereinafter referred to as the "Service") will serve as a supplement to CONCESSION CONTRACT CC-BISO005-XX (hereinafter referred to as the "CONTRACT"). It describes specific operating responsibilities of the Concessioner and the Service with regard to those Concession Facilities the Concessioner as shown and listed in Exhibit C of the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the Contract, including its designations and amendments, shall prevail.

This Operating Plan will be reviewed annually by the Superintendent, in consultation with the Concessioner, and revised as determined necessary by the Superintendent of BISO.

Any revisions shall not be inconsistent with the main body of the CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

II. MANAGEMENT, ORGANIZATION AND RESPONSIBILITIES

A. Responsibilities of the Concessioner

1. The Concessioner will direct this concession operation. The Concessioner shall employ an on-site manager, who carries out the policies and directives of the Service as well as those of the Concessioner in the operation of the Concession Facilities and services at BISO. To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate one representative who has full authority to act as a liaison in all concessions administrative and operational matters within BISO. The Concessioner's on-site manager will attend all inspections and initial all reports in accordance with the appropriate evaluation guidelines.

The on-site manager and any staff employed by the Concessioner shall have the expertise to operate all services offered under the CONTRACT.

2. The on-site manager will furnish the Service with an initial list identifying key concession management and supervisory personnel and their job titles, with updates as changes occur.

B. Responsibilities of the Service

1. The Superintendent manages the total Area operations, which includes the Concessioner's operation. The Superintendent has the responsibility to carry out the policies and directives of the Service including Concessions contract administration of the Concessioner. Through the designee of the Superintendent, the Superintendent reviews, monitors, and coordinates concession activities related to BISO. Monitoring contract compliance includes evaluating all concession operations and services, issuing rate approvals, and reviewing the Concessioner's day-to-day operations for compliance and Applicable Laws.

2. Through designated personnel, the Assistant Superintendent, monitors and administers concession activities for compliance with the CONTRACT and Applicable Laws. In the absence of other delegation, the Assistant Superintendent acts on behalf of the Superintendent in the absence of the Superintendent.

3. The Chief of Resource and Visitor Protection (R&VP) is responsible for the following:

- Coordinating the functions of other service and Park divisions relating to concession operations. Making recommendations on all aspects of the concession operations to the Superintendent.
- Making field decisions, that pertain to the concessioner operations, and acting as liaison between the Concessioner and Superintendent.
- Monitoring the concession activities within the Park. Conducting at least three periodic evaluations and inspections annually.
- Reviewing The Concessioner's rates based upon the current comparability studies and applicable guidelines.
- Reviewing the Operating and Maintenance Plans, The Concessioner's annual financial reports, and monthly reports and making determinations regarding insurance coverage and other CONTRACT requirements.
- Assisting other Park and federal officials, such as, the Public Affairs Officers, and NPS Public Health sanitarians who are conducting audits related to the concession operations.

4. The Chief for the Division of Resource Management: acts on behalf of the Superintendent in all matters pertaining to natural resources management such as air quality monitoring, vegetation management, fish and wildlife management, hazardous tree mitigation, and cultural resource preservation.

5. The Administrative Officer: acts on behalf of the Superintendent in matters related to fiscal management associated with the Concession activities, including the collection of franchise fees, from the Concessioner.

6. The Chief of Facilities Management acts on behalf of the Superintendent in matters pertaining to maintenance and supervises the activities of the Park's Maintenance Division

7. The Chief of Interpretive Services acts on behalf of the Superintendent in matters pertaining to interpretation, environmental education, and public information.

8. The Park's Safety Officer will conduct at least one annual comprehensive safety and occupational health evaluation. Review the Concessioner's Risk Management Program (RMP) in mid-January of each year, and submit an annual report to the Superintendent concerning the status of the program.

9. The NPS Public Health Service Sanitarian will conduct thorough periodic sanitation inspections for compliance of the Concessioner's operations with all United States Public Health Service requirements. The sanitarian will contact the on-site manager before beginning the inspection. The inspection will address matters of public health interest such as manure removal and general campground appearance and hygiene.

III. OPERATIONS – VISITOR SERVICES

General

The following required and authorized services are set forth in Section 3 of the CONTRACT. Any changes to the scope of services must receive written approval from the Superintendent and to be reflected in an amendment to the CONTRACT.

(1) Required Visitor Services. The Concessioner is required to provide the following visitor services during the term of the CONTRACT:

a) Operation of the equestrian campgrounds at Station Camp Horse Camp and Bear Creek Horse Camp on a reservation basis for horse and non-horse campers making short and long day rides, overnight trips, and multi-day trips;

(b) Operation of a reservation system capable of accepting calls and messages 24 hours a day, seven days a week, on a year-round basis; and

© Provision of a 24-hour telephone answering system that will be available year-round for the public to contact the Concessioner at any time the horse camps are not staffed or when the telephone line is not available.

(2) Authorized Visitor Services. The Concessioner is authorized, but not required to provide the following visitor services during the term of the draft CONTRACT:

(a) sale of souvenirs;

(b) sale of snacks, and

© sale of horse related items such as; tack, feed, hay, veterinarian supplies, fly spray, halters, lead ropes, Chicago screws, etc;

The Concessioner is responsible for ensuring that its CONTRACT operations conform to the evaluation standards set forth in Chapter 21 of the Service Concessions Guidelines (NPS-48), or subsequent applicable guidelines, which the Service will make available upon request and provide to the Concessioner prior to Contract award.

IV. OPERATIONAL

A. Overnight Accommodations

1. General: No camping to accommodate extra guests (overflow) is permitted except in emergency or very unusual conditions. Late arriving guests, or guests without reservations when the campground is full, should be advised of the BISO backcountry camping policy and other equestrian facilities, both public and private. Campsites use may not be restricted to horse owners. Sites are designed to accommodate one passenger vehicle and one horse trailer. The maximum number of horses per site is four (4). The maximum number of campers per site is six (6).

2. Excess passenger vehicles and trailers should be parked in the adjacent day-use area.

B. Payments/Reservations/Deposits/Refunds

1. Payment methods: At a minimum, the Concessioner will accept cash and honor American Express, MasterCard, Visa and Discover.

2. The Concessioner's reservation policy must be stated clearly in all concession brochures and any on The Concessioner's website if any. The Concessioner will accept reservations up to one year in advance, and may require a deposit to hold a reservation. The deposit requirement and refund policy is part of the rate approval process and will be included in all advertising media. The Concessioner will adequately staff a reservations system to provide immediate responses to inquiries during peak periods, and reasonably prompt responses during off-peak periods. The Concessioner will provide a phone number that will be made available to potential customers who wish to make reservations during the peak and off-season year round.

3. If cancellation is made 30 days or more in advance of date(s) reserved, the Concessioner will refund the deposit in full. If the cancellation is made less than 7 days in advance, the deposit may be forfeited, at the discretion of the Concessioner. A processing fee of \$6.00 may be assessed on refunds on cancellations made between 7 to 29 days in advance of the date(s) reserved. The Concessioner shall process refunds within one month of cancellation.

B. Alcoholic Beverages

■ The Concessioner will comply, and the Service will enforce with County and State Alcoholic Beverage Control laws.

2. No alcoholic beverages are permitted at Bear Creek Horse Camp under McCreary County and Kentucky State law.

3. No on-site alcoholic beverage sales are authorized at Bear Creek Horse Camp or Station Camp Horse campsites.

C. Merchandising

1. General: All retail services are subject to the Superintendent's approval and will comply with the guidelines established by in Chapter 28 of NPS 48, or subsequent applicable guidelines, for retail operations

2. Souvenirs: The Concessioner is authorized to sell souvenirs which the Superintendent deems appropriate and in keeping with BISO themes. Souvenir sales will conform with the following guidelines:

a. If handcraft items representing Park and regional themes are sold, including any crafts by local and Indian artists, they will be actively sought and prominently displayed. All merchandise sold as handcraft items and claimed for exception from franchise fee computation will have appropriate handcraft certification. Revenues claimed for exemption must be verifiable by the Service.

b. Souvenir items will have a direct relationship to BISO, its environs, its history, or other related environmental or cultural topics. This will provide visitors with opportunities to buy memorabilia of their Park visit while at the same time obtaining information or educational messages related to the Park's resources. Where possible and appropriate, informative tags will be attached to the sales items to show their relationship to park themes. Items of interpretive value and general value in environmental and cultural education will be prominently displayed.

IV. RATES

1. General: All rates for services and merchandise related to the concession operation are subject to the final written approval of the Superintendent. Rates and charges for services (including markups) will be judged primarily by comparison with those currently charged for comparable services and or accommodations. Sold outside of the areas administered by the Service under similar conditions, with due allowances for length of season, provision of peak loads, accessibility and cost of labor and material, type of patronage and other conditions customarily considered in determining charges, but due regard may also be given to such other factors the Service deems significant. A copy of the Concessions Management Rate Approval Guide and the approved rates for the required service are under the existing Permits are included in Appendix.

2. Initial Rates: Initial rates for the campground charges in effect at the time of the publishing of the Prospectus are included in the Appendix to the Appendix.

3. Annual Request for Rate Changes. Any rate changes the Concessioner desires, the Concessioner must submit requests in writing by January 15th of each year, well in advance of implementation dates, brochure publication dates and customer notification. Successful requests require support by established criteria and comparable data. The information to be included in the request is set forth in the Concessions Management Rate Approval Guide (Guide), currently dated September 2002, which is included in the Appendix of the Prospectus. With regard to each service required and authorized under the CONTRACT, the Superintendent will evaluate one (1) rate change request per calendar year unless the Superintendent determines that an exception is warranted due to extenuating circumstances.

4. Approval Timing. The Service may approve, disapprove or adjust rates and will inform the Concessioner within 60 days of the rate request submittal. During the peak visitor use, an additional 30 days may be necessary to complete the comparability study. It is the responsibility of the Concessioner to submit rate requests in a timely manner to ensure that the proper rates are approved in order to take into consideration any seasonality of the service and take full advantage of marketing the services. Should special conditions require a quicker than normal response, the Concessioner will clearly explain these conditions in writing with the request. The Service will attempt to accommodate this request; however, this will not be normal procedure.

5. Rate Determination: It is the objective of the Service to ensure that the Concessioner's rates and prices are commensurate with the level of services and facilities provided, and are reasonable justified, and comparable with similar facilities and services provided by the private sector. The Service will determine rates for each revenue outlet by using the guidelines in the Concession Management Rate Approval Guide found in the Appendix. Rates and charges for services (including markups) will be judged primarily by comparison with those currently charged for comparable services and or items sold outside of the areas administered by the Service under similar conditions, with due allowances for length of season, provision of peak loads, accessibility and cost of labor and material, type of patronage and other conditions customarily considered in determining charges, but due regard may also be given to such other factors the Service deems significant.

a. Method for Campground: Comparability – The Service will review selected comparables with other local/regional horse operations having similar characteristics.

b. Method for Retail: Merchandise Markup – The Service will determine appropriate percentage markups based on comparability.

6. Publication of Rates

The Concessioner will include its rates in all promotional materials and prominently post all rates for ease of viewing access by to the visiting public.

7. Complimentary or Reduced Rates for Government Employees and Others

Requirements governing complimentary and reduced rates are set forth in Section 3(f) of the CONTRACT.

V. OPERATIONAL EVALUATIONS

A. General: The Service may exercise the right, in accordance with the CONTRACT, to enter the Concession Facilities at any reasonable time to conduct inspections and evaluations, or when otherwise deemed necessary.

B. Scope: The Service and the Concessioner shall separately inspect and monitor the Concession Facilities and services for compliance with the Contract and Applicable Laws, including without limitation Service policy applicable standards, authorized rates, public health and safety, impacts on cultural and natural resources, and visitor concerns and comments. The Service will evaluate the concession operations, identify maintenance and operating deficiencies, and ensure satisfactory service for Park visitors within the concession areas (Assigned Areas) designated on the maps in Exhibit "C" of the CONTRACT. The Service will provide the Concessioner written reports of all inspections the Service conducts. In addition to schedule inspections, the Service also may conduct unannounced inspections on an impromptu basis.

C. Scheduled Periodic Inspections

1. The Service will schedule and conduct at least three (3) periodic inspections each year to evaluate the Concessioner's compliance with the CONTRACT, including the Operating and Maintenance Plans, and Applicable Laws. The Concessioner will accompany the Service during the periodic inspections and initial preliminary reports.

2. The Service will provided the findings and results of each periodic inspection to the Concessioner in a written report no later than five (5) days after each inspection.

3. The Concessioner will meet with the Chief of R&VP within five (5) days following each periodic inspection to (a) discuss improvements that may be needed, based on the Service's written report; (b) schedule and prioritize correction of any deficiencies resulting from the inspection; and (c) establish goals, timelines and means for correcting deficiencies, subject to approval of the Superintendent.

4. The Service will summarize the results of the periodic inspections, assign an overall evaluation rating at the end of each year of operations, and provide the annual evaluation to the Concessioner.

5. The Concessioner will perform fire and safety inspections of all Assigned Areas, maintain written records verifying the completion of such inspections, and make the records available to the Service upon request.

VI. SCHEDULE OF OPERATIONS

Operating Season:

1. The minimum required operating season is from April through November. However, the Concessioner may operate during the winter months with the Superintendent's written approval.

During non-peak season, the visitors will be allowed to pay at a reduced rate and to pay on an honor system when the concession staff is not available.

2. The Concessioner will submit an annual written schedule of proposed opening and closing dates for the Superintendent's approval by February 1st of each year. The Service will provide a prompt response to the Concessioner about the proposed operation season, and will give The Concessioner reasonable notice of any subsequent schedule changes that the Service may initiate.

3. Weather and visitation may cause specific dates of operating seasons to fluctuate. In such

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circumstances, the Concessioner will notify the Superintendent of any proposed changes

C. Operating Hours

1. The Concessioner will submit an annual written schedule of proposed hours of operations for the Superintendent's approval by February 1st of each year. The Service will provide a prompt response to the Concessioner about the proposed operating hours.
2. The Concessioner will notify the Service in advance of any changes in the standard operating schedule resulting from inclement weather or other emergency situations, and will notify the public of such changes via an outgoing message on the 24-hour telephone system.
3. The Park will notify the Concessioner in the event of Park closures resulting from inclement weather or other emergency situations.
4. The Concessioner shall post the Concessioner's contact information and emergency contact phone numbers at each campsite.

VII. EMPLOYEES AND EMPLOYMENT

A. Concessioner Hiring

1. The Concessioner will hire a sufficient number of employees to ensure satisfactory services during peak and non-peak visitor season.
2. The Concessioner will attempt to offer its employees a full work week whenever possible. Prior to employment, the Concessioner will inform employees of the possibility that less-than-full-time employment may occur during slow periods.
3. The Concessioner will establish hiring policies that will include appropriate background review of applicants for employment. The Concessioner will not hire any person known to have an outstanding warrant for arrest, and will make reasonable efforts to secure this information prior to hiring new employees.
4. The Concessioner shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Park and specifying the actions that will be taken against employees for violating this prohibition. At least one of the Concessioner's owner or managers attend a program concerning the recognition of substance abuse performance indicators. That employee will share the information gained with other managers and employees. The Concessioner shall take appropriate personnel action, up to and including termination or requiring satisfactory participation in a drug abuse or rehabilitation program which is approved by a Federal, State, or local health, law enforcement or other appropriate agency, for any employee that is found to be in violation of the prohibition on the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. The Concessioner will establish an annual drug testing policy for all employees. The Concessioner will provide the results of the drug test to the Superintendent within ten days after receiving the results.

B. Employees Conduct/Attitude/Appearance

1. Employees are required to be prompt, courteous, helpful and respectful to all Park visitors at all times.
2. Employees who come in direct contact with the public will present a neat and clean appearance. All employees will wear name tags by which they may be identified individually and as employees of the Concessioner
3. The Concessioner will follow the Nondiscrimination requirements set forth in Exhibit B of the CONTRACT.

C. Service Employees and Families

Spouses, children, and any other dependents living with a Service employee are not permitted to be employed by the Concessioner without the Superintendent's written approval.

VIII. TRAINING

The Concessioner will provide employee orientation and training prior to any job assignments including working with the public.

IX. REPORTS

A. Incident Reports: The Concessioner will immediately report the following to the R&VP Division: first by telephone and followed in writing:

1. Any accidents related to the Concessioner's operations that may result in death, personal injury (requiring more than first aid treatment), or property damage that may result in a claim under the Federal Tort Claims Act;
2. any fires within the Assigned Areas other than routine campfires;
3. motor vehicle accidents occurring within the Assigned Areas;
4. any other incidents occurring within the Assigned Areas or on the Park's authorized trails that may affect the Park's resources;
5. and any known or suspected violations of the law involving the Concessioner's employees or patrons or other Park visitors.

B. Human Illness Reporting: The Concessioner will promptly report to the R&VP division any human illnesses, among employees or patrons that may be related to the Concessioner's operations or environmental conditions within the Assigned Areas or on the Park's approved trails used by the Concessioner's patrons. This information, along with other pertinent information received, will be evaluated by the Park Safety Officer and the NPS Public Health Service Sanitarian to help identify outbreaks of illness associated with the Concessioner's operations or other potentially adverse environmental conditions in the park. The Concessioner shall report such information by telephone first and followed in writing.

C. Operational Reports: The Concessioner shall maintain a management information system on services provided, and shall provide the Superintendent a monthly Visitor Use Report by the third (3rd) day of each month during the operating season, providing the following information for the previous month:

Visitor Use

Total Number of Patrons (utilizing campgrounds and/or Park's approved trails)

Total Number of horses (Patrons utilize at campgrounds or on approved trails)

D. Other reports required by the CONTRACT

1. Annual Financial Report (AFR) - The Concessioner shall submit the AFR to the Superintendent by the last day of March each year.
2. Franchise Fees – The Concessioner will pay and report on franchise fees on a monthly basis in accordance with the CONTRACT requirements.
3. Statement of Insurance - The Concessioner shall provide the Service copies of all policies and endorsements for the liability insurance required in Exhibit F of the CONTRACT.
4. The Concessioner shall submit to the Superintendent copies of all documents, reports, monitoring data, manifests, and other documentation required under the CONTRACT and applicable laws.

X. SANITATION

A. The Concessioner will inspect each campsite daily. More than one daily check may be necessary of the campsites to ensure proper sanitation.

B. Trash/garbage pick-ups are restricted to hours between 8:00 a.m. and 5:00 p.m.

C. Manure collection and removal:

1. The Concessioner will provide a temporary location or wagon for collection of the manure away from the campsites and the public view. Designation of these temporary storage sites will be coordinated with the park's Resource Management staff after CONTRACT award.
2. The Concessioner will provide instructions to campers regarding manure removal and ensure that removal is accomplished. The Concessioner will provide wheel barrows and shovels for visitors to use for this purpose.

3. The Concessioner will remove all accumulated manure completely from the assigned temporary storage site at least once a week and dispose of it properly at an off-site facility approved by the State and local law.

4. The Concessioner is responsible for adhering to all State and Local laws pertaining to manure transportation and storage.

XI. UTILITY RESPONSIBILITIES

The Concessioner is responsible for obtaining and paying suppliers for all water, telephone, and electrical power and any other concession-related utilities supplied to the campgrounds.

XII. RISK MANAGEMENT PROGRAM

A. The Concessioner will provide a safe and healthful environment for all of its employees and visitors in accordance with the Occupational Safety and Health Act of 1970 and the "NPS Loss Control Management Program" guidelines in NPS Director's Order #50 (DO-50), or subsequent applicable guidelines. The Service will make a copy of DO-50 available upon request.

B. The Concessioner will develop, maintain, and implement a documented safety program ("Risk Management Program")(RMP), conforming with the NPS requirements outlined in Part 34 of Director's Order #48. The Concessioner will submit a draft RMP and a request for approval to the Superintendent within 60 days after CONTRACT award.

C. The Concessioner has primary responsibility to ensure that the Concession Facilities in the Assigned Areas meet National Fire Code regulations and that fire detection and suppression equipment is in maintained in good operating condition at all times.

XIII. MISCELLANEOUS ENVIRONMENTAL REQUIREMENTS

In accordance with or in addition to the Environment Management Program required in Section 6 of the CONTRACT, the Concessioner will be required to, implement the following environmental management practices.

1. Hazardous Materials: The Concessioner shall maintain health and safety standards and take necessary mitigation and corrective measures to assure healthy working and living environments within the Assigned Areas. Hazardous materials shall be handled in accordance with OSHA 29 CFS, 1910 and 1926. Examples of hazardous materials subject to OSHA regulations include without limitation asbestos, radon, and lead base paint.

2. Hazardous Waste: The Concessioner has full responsibility to legally manage any hazardous waste that its operations may generate or acquire. The Service will retain oversight of the Concessioner's operational activities occurring within the Park. Hazardous wastes generated by the Concessioner shall:

- a. Be managed and reported in accordance with 40 CFR 262 (Generator Requirements), 29 CFR 1910.1200 (Right to Know/Hazardous Communication), 29 CFR 1910.120 (HAZWOPER) and all other Federal, State and local regulations.
 - b. All disposal of hazardous waste shall comply with 40 CFR 268 (Land Disposal Restrictions).
 - c. Any treatment, storage and disposal facility, used by the concessioner, shall be at a Permitted Final Status Facility. The facility shall be in compliance with 40 CFR 264 (TSD Standards) as specified on the facility permit.
 - d. The Concessioner will provide a yearly waste analysis plan to the NPS for review. This plan will itemize the hazardous waste generated by the Concessioner on Park lands, provide details on the hazardous waste inventory, and storage and disposal procedures. The Concessioner will provide a copy of all generated Uniform Hazardous Waste Manifests and information pertaining to final treatment, storage and disposal facilities to the Superintendent.
3. Spills - The Concessioner will report all spills of hazardous materials or wastes occurring within the Assigned Areas to the Service and all other appropriate regulatory agencies as required by laws and regulations. The Concessioner will notify the Service of all spills occurring within the Assigned Areas, regardless of quantity, if the spill results in a release into the environment.

XIV. LOST AND FOUND POLICY

Each found item shall be tagged, listing the item found, location found, date and time found, and the person who found the item. If an item is not claimed within seven (7) days, it shall be turned over to the Service to be stored and/or disposed of in accordance with the Park's Lost and Found Policy. When possible, the Concessioner shall attempt to identify the ownership of the found item and provide all information to the Service.

XV. INTEGRATED PEST MANAGEMENT

The control of pests by chemical and other means is subject to Park approval. Procedures are outlined in the Park's Integrated Pest Management Plan (IPM), which the Service will provide upon request or immediately after the CONTRACT award. The Concessioner should refer any questions or specific problems to the Park's IPM Coordinator.

XVI. CUSTOMER COMMENTS AND COMPLAINTS

A. The Concessioner shall post a written procedure in a conspicuous place at the campgrounds indicating how the public may submit a compliment or complaint. In order to initiate responsive visitor comments, the following notice will be prominently posted at the campground kiosk or bulletin board:

This National Park Service is operated by _____, an authorized National Park Service Concessioner. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service based upon comparisons with prices charged by similar private enterprises outside the Park with due consideration for appropriate differences in operating conditions.

Please address comments to:

Superintendent
Big South Fork National River Recreation Area
4565 Leatherwood Road
Oneida, Tennessee 37841

- B. The Concessioner will provide suggestion cards and boxes at all both campgrounds to offer the public the opportunity to express complaints and other comments.
- C. The Concessioner shall implement an orderly procedure for the processing of complaints and correcting deficiencies that are pointed out by the public. The Service may audit concession comment cards at any time.
- D. All complaints about Concession operations that are brought to the attention of the Service shall be relayed promptly to the Concessioner for action.
- E. The Concessioner shall provide the Superintendent with a written response within 15 days of receipt of any written complaint from the service or directly from the public.
- F. In addition to correcting deficiencies, the Concessioner will provide refunds for inadequate services when warranted.

XVII. ADVERTISEMENTS/PUBLIC INFORMATION

- A. All concession-related advertising materials including brochures, signs, internet web pages, and media must have the prior written approval of the Service.
- B. All advertising material must state that the Concessioner is authorized by the NPS to operate in the Park and clearly show the Concessioner's name, address, phone number, and reservation policy.
- C. Business operations outside BISO will not be promoted to Park visitors by the Concessioner or its employees.

XVIII. PROTECTION AND SECURITY

- A. Visitor Protection: Visitor protection shall be provided primarily by the Service with the

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assistance of other Federal, State, or Local agencies as permitted by jurisdiction. Any Concessioner-employed security personnel have no authority to take law enforcement action or carry firearms. The Service is responsible for visitor protection, emergencies involving public safety, civil disturbance and violations of regulations or law.

B. Fire Protection: The local fire departments located outside the Park will provide fire protection. The Concessioner has the responsibility to ensure that all buildings within the Assigned Areas continue to meet Fire and Life Safety Codes and that fire detection and suppression equipment is maintained in good operating conditions at all times.

C. Emergency Medical Care: The Service is responsible for emergency medical care with the assistance of Local and Private EMS providers as required to provide effective care in a given situation. Any injury sustained by a visitor or employee in the Assigned Areas or on authorized horse trails and/or all medical emergencies will be immediately reported promptly to the Service. All employee and/or visitor illness complaints will be promptly reported to the R&VP Division so that a thorough investigation can be completed. The reports shall provide as much factual information about the incidents as possible. Minimum information will be name, address, phone number of injured parties and witnesses along with a brief description of incident.

D. Radios: The Concessioner is required to purchase and maintain 2-way radios (at least two units) utilizing a properly acquired business frequency and capable of communication on two NPS frequency/tones.

E. Upon visitor check-in, concession employees will advise campers of regulations, policies, procedures and general information. Park and camping regulations will remain posted at the kiosk and on all bulletin boards at all times.

XIX. RECYCLING AND CONSERVATION

A. Source Reduction: The Concessioner will implement a source reduction program designed to minimize its use of disposable products in its operations. Reusable and recyclable products are preferred over "throwaways." Polystyrene and plastics will be used as little as possible, and then only polystyrene not containing chlorofluorocarbons. Where disposable products are needed, products will be used that have the least impact on the environment. The use of post-consumer recycled products is encouraged whenever possible.

B. Recycling and Beverage Container Programs

1. The Concessioner shall implement a recycling program (and a redemption program, if applicable) that fully supports the conservation efforts of the Service. Products to be recycled include, but are not limited to: paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass.

2. Refuse and recycled materials shall be stored in containers which are covered, waterproof, animal and vermin proof. These containers will be kept clean, well maintained and serviceable; sites will be free of spills, waste and odors. To prevent pest attraction and breeding, all wet garbage from concession operations will be bagged and tied or stored in sealed containers. Waste must not accumulate in trash containers to the point of overflowing. Dumpsters or other means

of trash collection will be purchased and maintained by Concessioner. Contracted garbage pickup will be the Concessioner's responsibility.

3. Trash and garbage containers will be painted light brown or tan. These containers shall be conveniently located and of sufficient capacity and quantity to handle the needs of the Assigned Areas. The Concessioner will place cigarette receptacles at all locations within the Assigned Areas.

4. The Concessioner must remove all materials it generates as solid waste from the Park at the Concessioner's expense and disposed of at an off-site facility approved by the state and local law. Applicable state and/or county codes shall also be followed.

5. The Service encourages the Concessioner to use biodegradable or recyclable materials in all aspects of the operation of the horse camps whenever possible.

C. Water Conservation

The Concessioner will implement water and conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

D. Sewer System

A. Concessioner Responsibility:

The Concessioner shall repair any damage to the sewage disposal system within Assigned Areas and damage occurring beyond the Assigned Areas that result from negligence of the Concessioner and/or its employees while working or operating Concessioner equipment. The Concessioner shall maintain, repair, and damaged fixtures attached to the sewage disposal system (including sinks, toilets, and urinals). The Concessioner is also responsible for the maintaining in good working condition the dump station accompanying septic tank and drain field. Any damaged components will be replaced by the Concessioner.

B. Service Responsibility:

The Service will ensure that the Sewage Disposal System is maintained in accordance with concessioner responsibilities and that system is functioning in a satisfactory manner. The Service is also responsible for any bacteriological monitoring required by the state for the operation of the sewerage treatment lines.

XX. VOLUNTEERS IN THE PARK (VIP)

The Concessioner will allow its employees to participate in the Park's VIP program.

Dated at Big South Fork National River Recreation Area

this _____ day of _____, 20_____.

THE CONCESSIONER

NATIONAL PARK SERVICE

By: _____

By: _____

Superintendent, Big South Fork NRRA

TITLE: _____